

1 PUOY K. PREMSRIRUT, ESQ.  
2 Nevada Bar No. 7141  
3 **PUOY K. PREMSRIRUT, ESQ., INC.**  
4 520 S. Fourth Street, Second Floor  
5 Las Vegas, NV 89101  
6 Telephone: 702.384.5563  
7 Facsimile: 702.385.6965  
8 Email: puoy@brownlawlv.com

9 NICOLE E. LOVELOCK, ESQ.  
10 Nevada State Bar No. 11187  
11 MARTA D. KURSHUMOVA, ESQ.  
12 Nevada State Bar No. 14728  
13 **JONES LOVELOCK**  
14 6675 S. Tenaya Way, Suite 200  
15 Las Vegas, Nevada 89113  
16 Telephone: (702) 805-8450  
17 Facsimile: (702) 805-8451  
18 Email: nlovelock@joneslovelock.com  
19 Email: mkurchumova@joneslovelock.com

20 *Attorneys for Defendant Cheyenne Medical, LLC*  
21 *d/b/a Thrive Cannabis Marketplace*

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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

29 ANGELIA LILLY, Individually and on behalf of  
30 others similarly situated,

CASE NO.: 2:20-cv-01051-APG-BNW

31 Plaintiff,  
32 v.

**STIPULATED PROTECTIVE ORDER**

33 CHEYENNE MEDICAL LLC, d/b/a THRIVE  
34 CANNABIS MARKETPLACE,

35 Defendant.

36 Plaintiff and Defendant, by and through their respective counsel, hereby enter into this  
37 Stipulated Confidentiality Agreement and Protective Order (the "Stipulated Protective Order"), as  
38 follows:

1       1. The Parties anticipate that they and certain non-parties may be required to produce  
2 documents, information, or evidence that relates to non-public financial and personal information.  
3 This Stipulated Protective Order is designed to protect such information from public disclosure.

4       2. In this Stipulated Protective Order, the words set forth below shall have the  
5 following meanings:

- 6       a. "Court" means the judge to which the Proceeding may be assigned,  
7 including Court staff participating in such proceedings.
- 8       b. "Confidential" means any documents, testimony, or information that a  
9 Designating Party believes in good faith contains or reveals nonpublic  
10 personal information.
- 11      c. "Confidential Materials" means any documents, testimony, or information,  
12 designated as Confidential pursuant to the provisions of this Stipulated  
13 Protective Order.
- 14      d. "Days" shall mean all calendar days, and not merely business days.
- 15      e. "Designating Party" means the Party or non-party that designates  
16 documents, testimony, or information as Confidential.
- 17      f. "Disclose" or "Disclosed" or "Disclosure" or "Disclosing" means to reveal,  
18 divulge, give, or make available all or any part of documents, testimony, or  
19 information.
- 20      g. "Highly Confidential Materials" means any documents, testimony, or  
21 information which a Designating Party believes in good faith contains or  
22 reveals highly confidential trade secrets, proprietary business information,  
23 nonpublic personal, client, or customer information, or information that is  
24 prohibited from disclosure to a third party by a confidentiality agreement  
25 between a party and any third party. If a Designating Party reasonably  
26 believes disclosure would create a substantial risk of serious financial or  
27 other injury if disclosed to persons other than those permitted to receive  
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Highly Confidential Materials pursuant to this Stipulated Protective Order, the parties agree that such risk cannot be avoided by less restrictive means.

h. "Proceeding" means the above-captioned case no. 2:20-cv-00493-RFB-DJA, currently pending in the United States District Court, District of Nevada.

3. Highly Confidential Materials or Confidential Materials or the substance or context thereof, including any notes, memoranda, or other similar documents relating thereto or derived therefrom, shall not be Disclosed or summarized in a fashion that discloses the substance of the confidential information, either in writing or orally, by a receiving Party to anyone other than persons permitted to have access to such information under this Stipulated Protective Order. Nothing in this Stipulated Protective Order shall limit disclosure or use by a Designating Party of its own Highly Confidential Materials or Confidential Materials.

4. Except as set forth explicitly herein, the entry of this Stipulated Protective Order does not alter, waive, modify, or abridge any right, privilege, or protection otherwise available to any Party or non-party with respect to the discovery of matters, including but not limited to any Party's or non-party's right to assert the attorney-client privilege, the attorney work product doctrine, or other privileges, or any Party's right to contest any such assertion.

5. Any documents, testimony, or information to be designated as Highly Confidential or Confidential must be clearly so designated before the document, testimony, or information is Disclosed or produced. The Highly Confidential or Confidential designation should not obscure or interfere with the legibility of the designated information.

a. For documents or TIFF images (apart from written discovery, transcripts of depositions, or transcripts of other pretrial or trial proceedings), the Designating Party must affix the legend Highly Confidential or Confidential on each page of any document or TIFF image containing such designated material. Notwithstanding the foregoing, Excel documents or any other type of electronically stored information produced in native format (“Natively

1                          Produced ESI") containing Highly Confidential or Confidential information  
2                          need not be produced using a means sufficient to ensure that every page of  
3                          such document, when printed, contains the appropriate mark or stamp.  
4                          Instead, the Designating Party shall use reasonable means to designate as  
5                          Highly Confidential or Confidential such Natively Produced ESI, including,  
6                          where applicable and/or practicable, by (i) producing a TIFF placeholder  
7                          image corresponding to the Natively Produced ESI that includes the Highly  
8                          Confidential or Confidential mark; (ii) including Highly Confidential or  
9                          Confidential in the file name of the Natively Produced ESI; or (iii) including  
10                         Highly Confidential or Confidential on the label of the media or in the  
11                         production letter for the Natively Produced ESI.

- 12                         b. For written discovery in which Highly Confidential or Confidential  
13                         information is incorporated in answers to interrogatories, responses to  
14                         requests for admission, or other written discovery, the Designating Party  
15                         must affix the legend Highly Confidential or Confidential on the first page  
16                         of the written discovery and on each page containing answers or responses  
17                         that contain such designated material.
- 18                         c. For testimony given in depositions, the Designating Party must make  
19                         reasonable efforts to designate as Highly Confidential or Confidential those  
20                         specific portions of a deposition transcript that contain such designated  
21                         material. The entire transcript of a deposition shall be treated as Highly  
22                         Confidential until seven (7) days after receipt of the deposition transcript by  
23                         counsel for the witness, after which time the information revealed during the  
24                         deposition shall cease to be treated as Highly Confidential unless, at the  
25                         deposition and on the record, or in writing before the seven (7) days have  
26                         expired, the witness, his or her current or former employer, or their counsel  
27                         designates those portions of the deposition transcript as either Highly  
28                         Confidential or Confidential.

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Confidential or Confidential. With regard to designations made within seven (7) days after receipt of the deposition transcript, counsel shall make such designations by sending written notice to counsel for the Parties and to any other person known to have a copy of said transcript identifying the pages and lines so designated. All copies of transcripts designated in this fashion shall be governed by the terms of this Stipulated Protective Order. Notwithstanding the foregoing, in the event that (i) a document produced and designated by a non-party as Highly Confidential or Confidential is used as an exhibit in a deposition and (ii) counsel for the non-party is not present at the deposition, the Parties agree that the exhibit remains designated either Highly Confidential or Confidential and that any testimony concerning the exhibit shall be deemed to have been designated in writing as Highly Confidential or Confidential, as is required in this Paragraph.

d. For information produced in some form other than documents, and for any other tangible items, the Designating Party must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend Highly Confidential or Confidential. If only portions of the information or item warrant protection, the Designating Party, to the extent practicable, shall identify the Highly Confidential or Confidential portions.

6. The inadvertent production by any of the undersigned Parties or any non-parties of any document, testimony, or information during discovery in the Proceeding without a Highly Confidential or Confidential designation shall be without prejudice to any claim that such item is Highly Confidential or Confidential, and such Party or non-party shall not be held to have waived any rights by such inadvertent production. In the event that any document, testimony, or information that is subject to a Highly Confidential or Confidential designation is inadvertently produced without such designation, the Party or non-party that inadvertently produced the

1 document shall promptly give written notice of such inadvertent production, identify (by  
2 production number) the affected material, and provide a new copy of the subject document,  
3 testimony, or information designated as Highly Confidential or Confidential (the “Inadvertent  
4 Production Notice”). Upon receipt of such Inadvertent Production Notice, the Party that received  
5 the inadvertently produced document, testimony, or information shall promptly make reasonable  
6 efforts to destroy the inadvertently produced document, testimony, or information and all copies  
7 thereof, and shall notify the producing Party or non-party in writing of such destruction within  
8 fourteen (14) days of receipt of the Inadvertent Production Notice. Notwithstanding the foregoing,  
9 if the receiving Party disclosed such document, testimony, or information to persons not authorized  
10 to receive that information before receipt of the Highly Confidential or Confidential designation,  
11 such Disclosure shall not be deemed a violation of this Stipulated Protective Order. In the event  
12 the receiving Party receives an Inadvertent Production Notice, the receiving Party shall either make  
13 reasonable efforts to promptly retrieve the document, testimony, or information or shall promptly  
14 notify the Designating Party of the distribution and the identity of the person who received the  
15 Information. Any Party may object to the Highly Confidential or Confidential designation of  
16 documents, testimony, or information pursuant to the procedures set forth in Paragraph 7 of this  
17 Stipulated Protective Order. This provision is not intended to apply to any inadvertent production  
18 of any document, testimony, or information protected by attorney-client or work product privileges.

19       7.      In the event that counsel for a Party receiving documents, testimony, or information  
20 in discovery designated as Highly Confidential or Confidential objects to such designation with  
21 respect to any or all of such items, said counsel shall advise counsel for the Designating Party, in  
22 writing, of such objections, setting forth the specific documents, testimony, or information to which  
23 each objection pertains and the specific reasons and support for such objections (the “Designation  
24 Objections”). Counsel for the Designating Party shall have fourteen (14) calendar days after  
25 service of the written Designation Objections to meet and confer with the objecting Party in an  
26 attempt to resolve the Designation Objections. If the parties are not able to resolve the dispute  
27 during the meet-and-confer process, the Designating Party may then, after advising the Objecting  
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1 Party, file a motion with the Court seeking to preserve any or all designations on documents,  
2 testimony, or information addressed by the Designation Objections (the “Designation Motion”).  
3 Pending a resolution of the Designation Motion by the Court, any and all existing designations on  
4 the documents, testimony, or information at issue in such Designation Motion shall remain in place.  
5 The Designating Party shall have the burden on any Designation Motion of establishing the  
6 applicability of its Highly Confidential or Confidential designation. In the event that the  
7 Designating Party does not timely respond to the Designation Objections, then such documents,  
8 testimony, or information shall be de-designated in accordance with the Designation Objections  
9 applicable to such material. The failure of a receiving Party expressly to challenge the designation  
10 of any documents, testimony, or information as Highly Confidential or Confidential at the time of  
11 Disclosure shall not constitute a waiver of the right to challenge the designation at any subsequent  
12 time.

13       8. Access to and/or Disclosure of Confidential Materials shall be permitted only to the  
14 following persons or entities:

- 15           a. the Court;
- 16           b. the Parties;
- 17           c. (i) attorneys of record in the Proceeding and attorneys at the same firm(s) as  
18              the attorneys of record, along with their paralegal, clerical, secretarial, and  
19              other support staff; and (ii) in-house counsel to the undersigned Parties and  
20              their paralegal, clerical, secretarial, and other support staff; provided,  
21              however, that each non-lawyer given access to Confidential Materials shall  
22              be advised that such materials are being Disclosed pursuant to, and are  
23              subject to, the terms of this Stipulated Protective Order and that they may  
24              not be Disclosed other than pursuant to its terms;
- 25           d. those current officers, directors, partners, members, employees, advisors,  
26              attorneys, and agents of a non-designating Party that the attorneys of record  
27              for such Party deem necessary to aid in the prosecution or defense of the

1 Proceeding; provided, however, that each such current officer, director,  
2 partner, member, employee, advisor, attorney or agent given access to  
3 Confidential Materials shall be advised that such materials are being  
4 Disclosed pursuant to, and are subject to, the terms of this Stipulated  
5 Protective Order and that they may not be Disclosed other than pursuant to  
6 its terms;

- 7 e. those former officers, directors, partners, members, employees, advisors,  
8 attorneys and agents of a non-designating Parties that the attorneys of record  
9 for such Party deem necessary to aid in the prosecution or defense of the  
10 Proceeding; provided, however, that prior to the Disclosure of Confidential  
11 Materials to any such former officer, director, partner, member, employee,  
12 advisor, or agent, counsel for the Party making the Disclosure shall deliver  
13 a copy of this Stipulated Protective Order to such person, shall explain that  
14 such person is bound to follow the terms of such Order, and shall secure the  
15 signature of such person on a statement in the form attached hereto as  
16 Exhibit A;
- 17 f. court reporters in the Proceeding (whether at depositions, hearings, or any  
18 other proceeding) and deposition videographers in the Proceeding;
- 19 g. any mediator or other facilitator of alternative dispute resolution engaged by  
20 the Parties in the Proceeding; provided, however, that each such mediator or  
21 other facilitator given access to Confidential Materials shall be advised that  
22 such materials are being Disclosed pursuant to, and are subject to, the terms  
23 of this Stipulated Protective Order and that they may not be Disclosed other  
24 than pursuant to its terms;
- 25 h. any deposition, trial, or hearing witness in the Proceeding (however, should  
26 the designating party require, it may request for such witness to execute the  
27 Exhibit A);

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- 1                   i. any deposition, trial, or hearing witness in the Proceeding who previously  
2                   did not have access to the Confidential Materials; provided, however, that  
3                   each such witness given access to Confidential Materials shall be advised  
4                   that such materials are being Disclosed pursuant to, and are subject to, the  
5                   terms of this Stipulated Protective Order and that they may not be Disclosed  
6                   other than pursuant to its terms;
- 7                   j. mock jury participants (including facilitators of the mock jury exercise),  
8                   provided, however, that prior to the Disclosure of Confidential Materials to  
9                   any such mock jury participant, counsel for the Party making the Disclosure  
10                  shall deliver a copy of this Stipulated Protective Order to such person, shall  
11                  explain that such person is bound to follow the terms of such Order, and  
12                  shall secure the signature of such person on a statement in the form attached  
13                  hereto as Exhibit A.
- 14                  k. outside experts or expert consultants consulted by the undersigned Parties or  
15                  their counsel in connection with the Proceeding, whether or not retained to  
16                  testify at any deposition, trial, or hearing; provided, however, that prior to  
17                  the Disclosure of Confidential Materials to any such expert or expert  
18                  consultant, counsel for the Party making the Disclosure shall deliver a copy  
19                  of this Stipulated Protective Order to such person, and shall secure the  
20                  signature of such person on a statement in the form attached hereto as  
21                  Exhibit A; and
- 22                  l. any other person or entity that the Designating Party agrees to in writing or  
23                  on the record at a deposition or hearing.

24                  / / /

25                  / / /

1           9. Access to and/or Disclosure of Highly Confidential Materials shall be permitted  
2 only to the following persons or entities:

- 3           a. the Court;
- 4           b. attorneys of record in the Proceeding and attorneys at the same firm(s) as the  
5           attorneys of record, along with their paralegal, clerical, secretarial, and other  
6           support staff;
- 7           c. experts or consultants (together with their clerical staff), however the experts  
8           or consultants relying on or incorporating Highly Confidential Materials in  
9           their reports, the reports shall be marked Highly Confidential, and such  
10           experts and consultants shall be consulted by counsel in connection with the  
11           Proceeding, whether or not retained to testify at any deposition, trial, or  
12           hearing; provided, however, that prior to the Disclosure of Highly  
13           Confidential Materials to any such expert or consultant, counsel for the Party  
14           making the Disclosure shall deliver a copy of this Stipulated Protective  
15           Order to such person, shall explain its terms to such person, and shall secure  
16           the signature of such person on a statement in the form attached hereto as  
17           Exhibit A;
- 18           d. For avoidance of doubt, the Parties understand that Highly Confidential  
19           Materials shall not be used for business advantage or competitive purposes,  
20           nor distributed to any other person or entity other than described in  
21           Paragraph 9 (a)-(c).

22           10. To the extent counsel for a Party obtains signed agreements in the form attached  
23           hereto as Exhibit A in accordance with Paragraphs 8 or 9 above, counsel shall retain the signed  
24           agreements for six months following the final termination of the Proceeding, including any appeals,  
25           and shall make them available to other Parties upon good cause shown.

26           / / /

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1           11. Each receiving Party shall use due care with respect to the storage, custody, use,  
 2 and/or Disclosure of Highly Confidential or Confidential Materials. A person with custody of  
 3 documents designated as Highly Confidential or Confidential shall maintain them in a manner that  
 4 limits access to those persons entitled under this Stipulated Protective Order to examine the  
 5 documents so designated.

6           12. If counsel for a Party learns of any breach of this Stipulated Protective Order by any  
 7 person to whom the Party Disclosed Highly Confidential or Confidential information pursuant to  
 8 the terms of this Stipulated Protective Order, the Party shall promptly notify counsel for the  
 9 Designating Party of such breach.

10          13. Highly Confidential or Confidential Materials shall be used by the persons or  
 11 entities receiving them only for the purposes of preparing for, conducting, participating in the  
 12 conduct of, prosecuting and/or defending, appealing, and/or attempting to settle the Proceeding,  
 13 and not for any business or other purpose whatsoever.

14          14. Any Party to the Proceeding (or other person subject to the terms of this Stipulated  
 15 Protective Order) may ask the Court, after appropriate notice to the other Parties to the Proceeding,  
 16 to modify or grant relief from any provision of this Stipulated Protective Order.

17          15. Entering into, agreeing to, and/or complying with the terms of this Stipulated  
 18 Protective Order shall not:

19           a. operate as an admission by any person that any particular document,  
 20 testimony, or information marked Highly Confidential or Confidential  
 21 contains or reflects trade secrets, proprietary, confidential or competitively  
 22 sensitive business, commercial, financial or personal information; or

23           b. prejudice in any way the right of any Party (or any other person subject to  
 24 the terms of this Stipulated Protective Order) to seek:

25           i. a determination by the Court of whether any particular Highly  
 26 Confidential or Confidential Materials should be subject to  
 27 protection under the terms of this Stipulated Protective Order; or

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- ii. relief from the Court on appropriate notice to all other Parties to the Proceeding from any provision(s) of this Stipulated Protective Order, either generally or as to any particular document, material, or information.

16. As set forth above, any documents, testimony, or information produced by a non-party witness in discovery in the Proceeding pursuant to subpoena or otherwise may be designated by such non-party as Highly Confidential or Confidential under the terms of this Stipulated Protective Order, and any such designation by a non-party shall have the same force and effect, and create the same duties and obligations, as if made by one of the undersigned Parties hereto. Documents produced by a non-party witness in discovery may also be designated by a Party as Confidential if the information produced pertains to the Designating Party's Highly Confidential or Confidential Materials. To avoid inadvertent disclosure of such Highly Confidential or Confidential Materials, any documents produced by a non-party shall be treated by the Parties as Highly Confidential for a period of seven (7) days from production so that the Parties can review and make Highly Confidential or Confidential designations, if any.

17. If any person subject to this Stipulated Protective Order who has custody of any Highly Confidential or Confidential Materials receives a subpoena or other process (“Subpoena”) from any government or other person or entity demanding production of such materials, the recipient of the Subpoena shall promptly give notice of the same by email transmission and shall furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the Designating Party may, in its sole discretion and at its own cost, move to quash or limit the Subpoena, otherwise oppose production of the Highly Confidential or Confidential Materials, and/or seek to obtain confidential treatment of such materials from the subpoenaing person or entity to the fullest extent available under law. The recipient of the Subpoena may not produce any Highly Confidential or Confidential Materials unless and until a court of competent jurisdiction so directs, except if the Designating Party: (a) consents, or (b) fails to file a motion to quash or fails to notify the recipient of the Subpoena in writing of its intention to contest the production of the Highly Confidential or

1 Confidential Materials prior to the date specified for production on the Subpoena, in which event  
2 the recipient of the Subpoena may produce on the designated production date, but no earlier. The  
3 recipient of the Subpoena shall be entitled to comply with it except to the extent the Designating  
4 Party asserting the confidential treatment is successful in obtaining an order or agreement  
5 modifying or quashing it.

6 18. If, after execution of this Stipulated Protective Order, any Highly Confidential or  
7 Confidential Materials submitted by a Designating Party under the terms of this Stipulated  
8 Protective Order are Disclosed by a non-Designating Party to any person other than in the manner  
9 authorized by this Stipulated Protective Order, the non-Designating Party responsible for the  
10 Disclosure shall bring all pertinent facts relating to the Disclosure of such Highly Confidential or  
11 Confidential Materials to the immediate attention of the Designating Party.

12 19. The restrictions and obligations set forth in this Stipulated Protective Order relating  
13 to information designated Highly Confidential or Confidential shall not apply to any information  
14 that (a) the Designating Party agrees, or the Court rules, is already public knowledge; or (b) the  
15 Designating Party agrees, or the Court rules, has become public knowledge other than as a result  
16 of Disclosure by a receiving Party in violation of this Stipulated Protective Order. This Stipulated  
17 Protective Order is entered into without prejudice to the right of any Party to knowingly waive the  
18 applicability of this Stipulated Protective Order to any Highly Confidential or Confidential  
19 Materials designated by that Party. If the Designating Party uses Highly Confidential or  
20 Confidential Materials in a non-Confidential manner, then the Designating Party shall advise that  
21 the designation no longer applies.

22 20. Where any Highly Confidential or Confidential Materials, or information derived  
23 therefrom, is to be included in any motion or other submission to the Court, the Party making the  
24 motion or other submission (the "Moving Party") shall comply with the United States District  
25 Court, District of Nevada's Local Rule LR IA 10-5 for filing documents under seal.

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1           21. Where use of designated Highly Confidential or Confidential Materials at trial can  
2 be anticipated, the party intending to make use of such information at trial shall meet and confer  
3 prior to or as part of preparing the pre-trial memorandum, of its intent to use the specified Highly  
4 Confidential or Confidential Material at trial. If the issue of the designation and use of the  
5 designated information at trial is not resolved through good faith consultation, the party designating  
6 the material as Highly Confidential or Confidential Material shall, within fourteen (14) days of the  
7 parties' pre-trial conference or at the time of filing the pre-trial memorandum, whichever may be  
8 earlier, file and serve a noticed motion to resolve the dispute over the designation of the Highly  
9 Confidential or Confidential Materials and preclusion or restriction of its use at trial.

10          22. Nothing in this Stipulated Protective Order shall affect the admissibility into  
11 evidence of Highly Confidential or Confidential Materials or abridge the rights of any person to  
12 seek judicial review or to pursue other appropriate judicial action with respect to any ruling made  
13 by the Court concerning the issue of the status of any Highly Confidential or Confidential Materials.

14          23. The inadvertent Disclosure in the Proceeding of documents, testimony, or  
15 information that the Disclosing Party or non-party believes is protected by the attorney-client  
16 privilege, the work product doctrine, or any other privilege or immunity from discovery shall not  
17 constitute a waiver with respect to such privilege or immunity. In the event of an inadvertent  
18 Disclosure of allegedly privileged information, the Disclosing Party or non-party may provide  
19 notice in writing to the receiving Party or Parties advising of the inadvertent disclosure, requesting  
20 return of the allegedly privileged information, and asserting the basis of the clawback request. Upon  
21 such notice, the receiving Party or Parties shall make no further use of the allegedly privileged  
22 information, shall immediately segregate the information in a manner that will prevent any further  
23 Disclosure or dissemination, and shall take reasonable steps to retrieve the information to the extent  
24 it was Disclosed or disseminated prior to receipt of the notice. Within fourteen (14) days of  
25 receiving the notice of inadvertent Disclosure, the receiving Party shall return all allegedly  
26 privileged information in its possession, custody, or control, or shall provide written confirmation  
27 that such information has been deleted and shall not use the knowledge gleaned or obtained from  
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1 the inadvertent Disclosure for any purpose, including compelling disclosure of the information.  
2 Within twenty-one (21) days of providing the notice of inadvertent Disclosure, or as otherwise  
3 agreed, the Disclosing Party or non-party shall provide the receiving Party or Parties with a  
4 privilege log identifying the allegedly privileged information that was inadvertently Disclosed and  
5 the asserted grounds for privilege. Privileged information that relates to the Proceeding and was  
6 created on or after the commencement of the action, need not be identified on any privilege log.  
7 The return of any discovery material to the Disclosing Party or non-party shall not in any way  
8 preclude the receiving Party from moving the Court for a ruling that the Disclosed information was  
9 never privileged or otherwise immune from discovery. In the event there is a dispute over whether  
10 the Information at issue is protected from Disclosure by virtue of a privilege or immunity from  
11 discovery, counsel shall undertake reasonable, good-faith efforts to resolve the issue without Court  
12 intervention. To the extent counsel cannot resolve the issue, any receiving Party may bring a  
13 motion to compel production of the allegedly privileged information, and the Party or non-party  
14 asserting the privilege shall bear the burden of persuasion with respect to the applicability of the  
15 privilege. Allegedly privileged information shall remain protected against Disclosure and use  
16 during the pendency of any dispute over its status. This agreement shall not alter any Parties' duties  
17 or obligations under Nevada Rule of Professional Conduct 4.4.

18       24. This Stipulated Protective Order shall continue to be binding after the conclusion of  
19 the Proceeding and all appeals of the Proceeding, except that a Party may seek the written  
20 permission of the Designating Party or may move the Court for relief from the provisions of this  
21 Stipulated Protective Order. To the extent permitted by law, the Court shall retain jurisdiction to  
22 enforce, modify, or reconsider this Stipulated Protective Order, even after the Proceeding is  
23 terminated.

24       25. Upon request of the Designating Party in writing, within sixty (60) days after the  
25 final conclusion of all aspects of the Proceeding by judgment not subject to further appeal or by  
26 settlement, the undersigned Parties shall either return to counsel for each Designating Party or  
27 destroy all Highly Confidential or Confidential Materials, and all copies thereof (except that  
28

1 counsel for each Party may maintain in its files, in continuing compliance with the terms of this  
2 Stipulated Protective Order, all work product, one copy of each pleading filed with the Court, and  
3 one copy of each deposition together with the exhibits marked at the deposition, in compliance  
4 with the Nevada Rules of Professional Conduct and Nevada law). Upon request of the Designating  
5 Party, at the conclusion of the sixty (60)-day period, counsel for each Party shall produce to the  
6 other Parties a certification stating that the Party has either returned or destroyed all applicable  
7 Highly Confidential or Confidential Materials in accordance with this Stipulated Protective Order.

8       26. After this Stipulated Protective Order has been signed by counsel for all Parties, it  
9 shall be presented to the Court for entry. Counsel agree to be bound by the terms set forth herein  
10 with regard to any Highly Confidential or Confidential Materials that have been produced before  
11 the Court signs this Stipulated Protective Order.

12       27. The Parties and all signatories to the Certification attached hereto as Exhibit A agree  
13 to be bound by this Stipulated Protective Order pending its approval and entry by the Court. In the  
14 event that the Court modifies this Stipulated Protective Order, or in the event that the Court enters  
15 a different Protective Order, the Parties agree to be bound by this Stipulated Protective Order until  
16 such time as the Court may enter such a different Order. It is the Parties' intent to be bound by the  
17 terms of this Stipulated Protective Order pending its entry so as to allow for immediate production  
18 of Highly Confidential or Confidential Materials under the terms herein.

19       28. The Parties may execute and acknowledge this Stipulated Protective Order in  
20 multiple counterparts, and if executed in such manner, it shall be valid and binding as if all Parties  
21 had executed the same original.

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PUOY K. PREMSRIRUT, ESQ., INC.  
520 South 4<sup>th</sup> Street | Second Floor  
Las Vegas, Nevada 89101  
Tel: (702) 384-5563 Fax: (702) 385-6965

1        29. This Stipulated Protective Order shall remain in full force and effect until modified,  
2 superseded, or terminated by consent of the Parties or by Order of the Court, and shall survive the  
3 termination of the Proceeding.

4 DATED this 15<sup>th</sup> day of October 2020.

5 /s/ Yana Hart, Esq.

6 Gustavo Ponce, Esq.  
Nevada State Bar No. 15084  
7 Yana Hart, Esq. (*pro hac vice*)  
**KAZEROUNI LAW GROUP, APC**  
8 6069 S. Fort Apache Road, Suite 100  
Las Vegas, Nevada 89148

9  
10 *Attorneys for Plaintiff Angelia Lilly*

DATED this 15<sup>th</sup> day of October 2020.

5 /s/ Puoy K. Premsrirut, Esq.

Puoy K. Premsrirut, Esq.  
Nevada State Bar No. 11187  
**PUOY K. PREMSRIRUT, ESQ., INC.**  
520 S. Fourth Street, Second Floor  
Las Vegas, Nevada 89101

Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Marta D. Kurshumova, Esq.  
Nevada State Bar No. 14728  
**JONES LOVELOCK**  
6675 S. Tenaya Way, Suite 200  
Las Vegas, Nevada 89113

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13  
14 *Attorneys for Defendant Cheyenne Medical, LLC*  
15 *d/b/a Thrive Cannabis Marketplace*

16  
17 IT IS SO ORDERED.

18  
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20   
21 UNITED STATES MAGISTRATE JUDGE  
22 October 20, 2020.  
23 DATED: \_\_\_\_\_

**EXHIBIT A**

## **AGREEMENT TO BE BOUND BY PROTECTIVE ORDER**

1. I hereby certify my understanding that “Confidential Material” or “Highly Confidential” may be provided to me pursuant to the terms and restrictions of the Stipulated Protective Order (the “Order”), in the civil action entitled *Angelina Lilly. v. Cheyenne Medical LLC dba Thrive Cannabis Marketplace.*, Case No. 2:20-cv-01051-APG-BNW, in the United States District Court, District of Nevada. I further certify that I have been provided a copy of that Order, that I have read and understood it, and that I agree to comply with and be bound by its provisions.

2. I agree that I shall use Confidential or Highly Confidential Material only for the purpose of this action and for no other purpose whatsoever.

3. I understand that the Confidential or Highly Confidential Materials, as defined in the Order, including any notes or other records that may be made regarding any such materials, shall not be Disclosed to anyone except as expressly permitted by the Order.

4. I shall not disclose Highly Confidential or Confidential Material, or the information contained in such material, except as permitted in the Order.

5. I further understand that I am to retain all copies of Confidential or Highly Confidential Materials provided to me in the Proceeding in a secure manner, and that all copies of such materials are to remain in my personal custody until termination of my participation in this Proceeding, whereupon the copies of such materials will be returned to counsel who provided me such materials.

6. By signing this Agreement, I hereby submit myself to the jurisdiction of United States District Court, District of Nevada, for the enforcement of these agreements and the Order.

I declare under penalty of perjury that the foregoing is true and correct.

[Signature]

[Type or Print Name]